

MEMORANDUM

DEPARTMENT OF PUBLIC WORKS
County of Placer

TO: BOARD OF SUPERVISORS

DATE: April 22, 2014

FROM: KEN GREHM 

SUBJECT: CITY OF LINCOLN MEMORANDUM OF AGREEMENT – MAINTENANCE OF MOORE ROAD

ACTION REQUESTED / RECOMMENDATION

1. Approve the Memorandum of Agreement between the County of Placer and the City of Lincoln regarding maintenance of Moore Road.
2. Authorize the Chair to execute the agreement with the City of Lincoln providing for the City to maintain Moore Road between Fiddymont Road and Highway 65. There is no net County cost.

BACKGROUND / SUMMARY

The City of Lincoln is processing a development application and annexation of what is known as the Lewis Property off of Moore Road. After the proposed annexation, two small, isolated segments of Moore Road will remain in the unincorporated County. These segments would be difficult to cost-effectively maintain and are scheduled to eventually be annexed into the City. The Local Agency Formation Commission (LAFCO) found that isolated segments of road conflicted with policies regarding continuity of road maintenance. LAFCO conditioned the annexation to establish a road maintenance agreement between the City and the County.

In the proposed agreement, the city of Lincoln will maintain the two isolated portions of Moore Road (between Fiddymont Road and Highway 65). Although these isolated areas are currently in the County, Lincoln's General Plan has them eventually being annexed into the City. Moore Road, west of Fiddymont Road will continue to be maintained by the County. Additionally, the agreement provides that the City will maintain these segments at their own cost and will have the authority to issue encroachment permits on the portions of roadway that they are maintaining. The County will also retain the right to issue encroachment permits on these segments.

ENVIRONMENTAL

The proposed action is not a project and is therefore exempt from the California Environmental Quality Act (CEQA) in accordance with Section 15061(b)(3) of the CEQA guidelines. The City of Lincoln did certify a Final Environmental Impact Report on June 8, 2010 for the Lewis Development Project.

FISCAL IMPACT

There is no net cost to the County. The City is agreeing to maintain the roadway segments at their cost until the segments are annexed into the City.

Attachment: Agreement

**MEMORANDUM OF AGREEMENT BETWEEN
THE COUNTY OF PLACER AND THE CITY OF LINCOLN
REGARDING MAINTENANCE OF MOORE ROAD**

This Agreement ("Agreement") is entered into as of April ____, 2014 by and between COUNTY OF PLACER, a political subdivision of the State of California (hereafter "County") and the CITY OF LINCOLN (hereafter "City") relating to the maintenance of Moore Road between Fiddymment Road and Highway 65, located in Placer County, California.

RECITALS:

WHEREAS, County and City have met and conferred on a variety of topics of mutual concern to their mutual benefit and desire to continue to foster a cooperative, long range effort between the parties aimed at achieving mutual benefits; and

WHEREAS, County and City wish to enter into a Memorandum of Agreement ("MOA") regarding the maintenance of portions of Moore Road, which are located within the City's sphere of influence; and

WHEREAS, the City is in the process of annexing the Lewis Property, as depicted on Exhibit A, into the City; and

WHEREAS, the City will concurrently annex a small portion of Moore Road adjacent to the Lewis Property; and

WHEREAS, the County will retain short segments of Moore Road which are situated between portions of the road which are in the City; and

WHEREAS, the City does not wish to annex all of Moore Road between Fiddymment Road and Highway 65 at this time; and

WHEREAS, the portions of Moore Road, between Fiddymment Road and Highway 65, remaining in the County are isolated from other County Roads and Moore Road, between Fiddymment Road and Highway 65 is best maintained as one segment; and

WHEREAS, substantial additional traffic on Moore Road will be added by the proposed development within the City; and

NOW, THEREFORE, County and City hereby agree as follows:

1. That the City shall provide all maintenance (as defined in Ca. Streets & Highway Code §27) to Moore Road between Fiddymment Road and Highway 65 at no cost to the County until the entire roadway is annexed to the City.

2. That the City will have the right to issue encroachment permits on this section of Moore Road consistent with the Streets and Highways Code and inspect work done subject to those encroachment permits. County also retains right to issue encroachment permits on the portion of Moore Road being maintained by the City.
3. That the City waives any right to reimbursement for the cost of maintenance, pursuant to Ca. Streets & Highway Code §1710, from County.
4. The City will provide all maintenance (as defined in Ca. Streets & Highway Code §27) to the roadway in a safe manner consistent with City portions of the roadway.
5. Neither COUNTY nor any officer, employee or volunteer thereof is responsible for any damage, injury or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, activity or jurisdiction delegated to CITY under this Memorandum of Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless COUNTY, its officers, employees and volunteers from all claims, suits, or actions of every nature, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under this Memorandum of Agreement.
6. Neither CITY nor any officer, employee or volunteer thereof is responsible for any damage, injury or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, activity or jurisdiction delegated to COUNTY under this Memorandum of Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully defend, indemnify and save harmless CITY, its officers, employees and volunteers from all claims, suits, or actions of every nature, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under this Memorandum of Agreement.
7. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of Moore Road between Fiddymment Road and Highway 65 different from the standard of care imposed by law; further, nothing in this Agreement shall be construed as a waiver of any available defense or immunity available to COUNTY or CITY.
8. This Agreement can be cancelled with or without cause by either party upon sixty (60) days notice to the other party. This agreement shall continue until notice of cancellation is given or until the City has annexed the entire stretch of Moore road between Fiddymment Road and Highway 65.
9. Written notice shall be served by US Mail or in person to the following:\

COUNTY OF PLACER: Ken Grehm
 Director of Public Works
 3091 County Center Dr., Suite 220
 Auburn, CA 95603

CITY OF LINCOLN: Brian Millar
Interim Director of Public Works
600 Sixth Street
Lincoln, CA 95648

10. Any amendment to this agreement shall be in writing and signed by both parties. This agreement shall be interpreted in accordance with the laws of the State of California. This document represents the entire agreement of the parties with regard to its terms and supersedes and replaces all previous similar oral or written agreements with regard to the subject of this agreement. This agreement has been jointly prepared by the parties and no presumption shall arise with regard to the indemnity of the drafter.
11. This Agreement shall be effective only upon its approval by the respective governing boards of County and City, as evidenced by a resolution of acceptance or other form of approval adopted by each such governing board.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

APPROVED:

City of Lincoln

City Clerk

APPROVED AS TO FORM:

City Attorney

APPROVED:

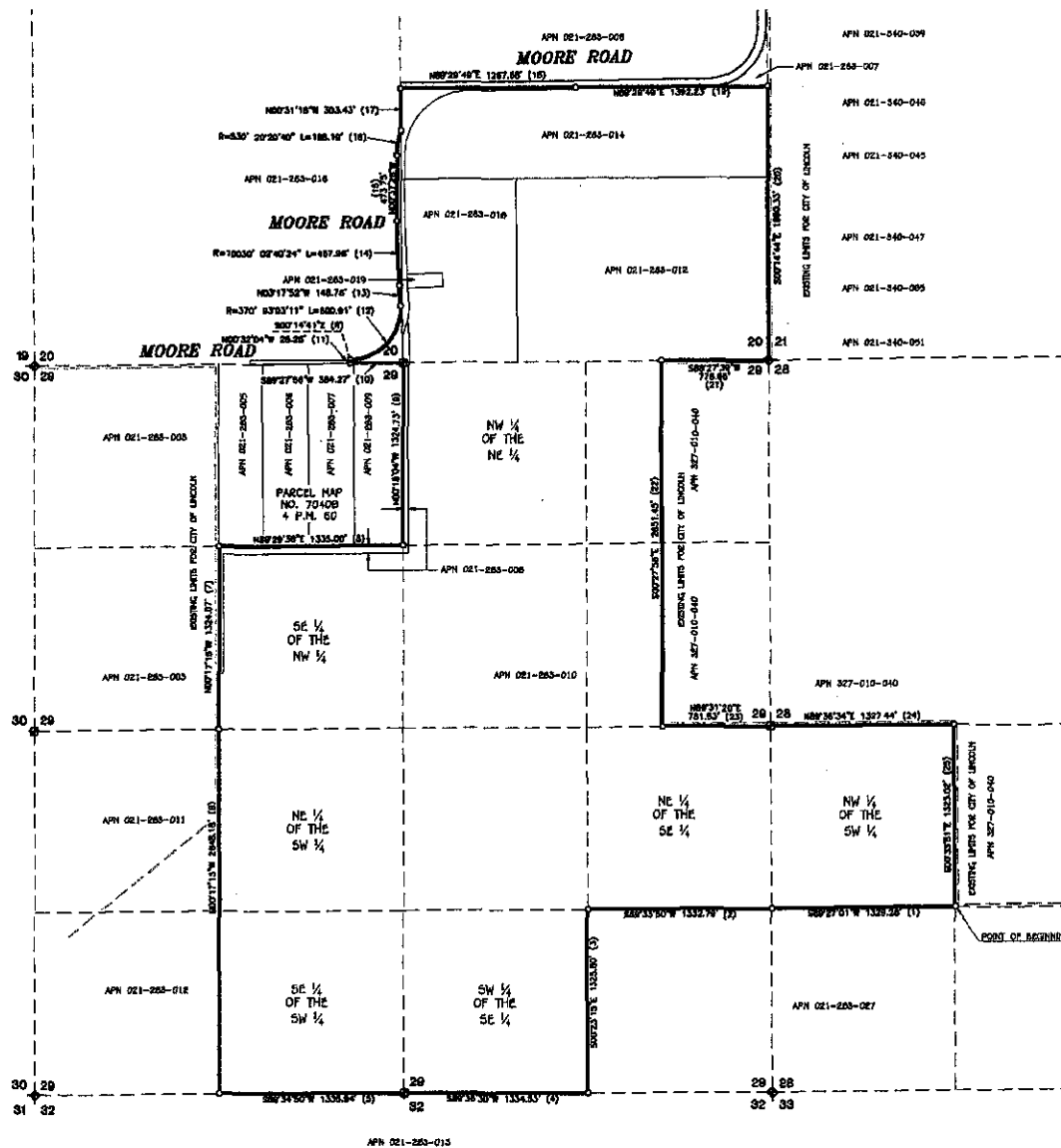
County of Placer

Clerk of the Board

APPROVED AS TO FORM:

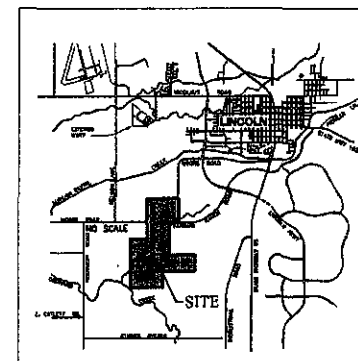
County Counsel

EXHIBIT A



NOTES

1. THE TOTAL AREA IS 521.135 ACRES, MORE OR LESS.
2. (1) INDICATES COURSE NUMBER FROM LEGAL DESCRIPTION



VICINITY MAP
NO SCALE

EXHIBIT MAP FOR
CITY OF LINCOLN
LEWIS PROPERTY ANNEXATION

A PORTION OF SECTION 20, 21 AND 28,
TOWNSHIP 12 NORTH, RANGE 1 EAST,
MOUNT DIABLO BASIN, SAN JOAQUIN COUNTY,
CALIFORNIA

WOOD ROGERS
CONSULTING ENGINEERS - ARCHITECTS - PLANNERS
2001 O St., Suite 100-S
Sacramento, CA 95811
Tel 916.441.7790
Fax 916.441.7797

FEBRUARY 2012

SHEET 1 OF 1

